

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S COMPREHENSIVE ZONING ORDINANCE NO. 00-11-01; GRANTING A SPECIFIC USE PERMIT FOR AN ASSISTED CARE FACILITY, LOCATED ON A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149, IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS, CONTAINING 6.6641 ACRES OF LAND, MORE OR LESS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND COMPREHENSIVE ZONING ORDINANCE NO. 00-11-01; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that Comprehensive Zoning Ordinance No. 00-11-01 should be amended; and pursuant to a notice being duly posted according to law, conducted a public hearing wherein a request was made by Select Medical Property Ventures, LLC ("Applicant"), to allow a Specific Use Permit for an Assisted Care Facility on a tract of land zoned Planned Development-32-Garden Office. The tract of land is situated in the Collin County School Land Survey No. 6, Abstract No. 149, in the City of Frisco, Collin County, Texas ("Frisco"), containing 6.6641 acres of land, more or less, and being particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council finds that Applicant has agreed to comply with all provisions of the ordinances of Frisco, including but not limited to Frisco's Comprehensive Zoning Ordinance No. 00-11-01, and has further agreed to comply with the additional restrictions set forth herein and the site plan, attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Frisco to grant the Specific Use Permit, and that such grant will not be detrimental to the public welfare, safety or health, and

that the Specific Use Permit should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:**

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Specific Use Permit Granted. Applicant is granted a Specific Use Permit to allow an Assisted Care Facility on the Property, which is zoned Planned Development-32-Garden Office.

The property as a whole and the boundaries are more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim ("Property"). The general location of the Property is depicted on Exhibit "A-1", attached hereto. The Property shall be developed in compliance with the conditions expressly stated in the site plan, attached hereto as Exhibit "B", including but not limited to the size of the building and number of parking spaces reflected thereon.

SECTION 3: Failure to Comply/Assignable and Transferable. Except as otherwise stated above, all terms of the Specific Use Permit shall be complied with prior to issuance of a certificate of occupancy. Failure to comply with any term or condition of this Ordinance and/or Frisco's Comprehensive Zoning Ordinance No. 00-11-01, as they exist or may be amended, will result in the Specific Use Permit being declared null and void and of no force and effect. The Specific Use Permit is issued to the entity named above and is assignable and transferable.

SECTION 4: Specific Use Permits Regulations. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind a specific use permit if:

1. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Frisco, that occurs on the Property;

2. The building, premise, or land used under this Specific Use Permit are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
3. Violation of any provision of the terms or conditions of this Specific Use Permit;
4. Ad valorem taxes on the Property are delinquent by more than six (6) months;
5. The Specific Use Permit was obtained by fraud or deception; or
6. As otherwise permitted by law and/or Frisco's Comprehensive Zoning Ordinance No. 00-11-01, as it exists or may be amended.

SECTION 5: Specific Use Permit Effective Date. This Specific Use Permit shall be effective from and after the effective date of this Ordinance.

SECTION 6: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of the above-referenced tract of land in some manner other than as authorized by this Ordinance or other applicable ordinances.

SECTION 7: Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Frisco's Comprehensive Zoning Ordinance No. 00-11-01, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing Clause. Frisco's Comprehensive Zoning Ordinance No. 00-11-01 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with

this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS** on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

  
\_\_\_\_\_  
MAHER MASO, Mayor

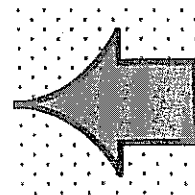
**ATTESTED TO AND  
CORRECTLY RECORDED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
RON PATTERSON  
Interim City Secretary

\_\_\_\_\_  
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.  
CLAIRE E. SWANN  
City Attorneys

*Dates of Publication:* \_\_\_\_\_, *Frisco Enterprise*



## Exhibit "A"

**BEING** a tract of land out of the Collin County School Land Survey No. 6 Abstract No. 149, Collin County, Texas, being part of Lot 4, Legacy Medical Plaza, an addition to the City of Frisco, Texas according to the plat recorded in Instrument No. 20070830010003010, Official Public Records of Collin County, Texas and in Cabinet 2007, Page 452, Map Records of Collin County, Texas and all of Lot 3, Block 1, Legacy Medical Plaza, an addition to the City of Frisco, Texas according to the plat recorded in Instrument No. 20071203010004190, Official Public Records of Collin County, Texas and in Cabinet 2007, Page 644, Map Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with "KHA" cap set in the east right-of-way line of Legacy Drive (a 120-foot wide right-of-way), said point being the northwest corner of Lot 2, Block 1, of said second referenced Legacy Medical Plaza;

**THENCE** along the said east right-of-way line of Legacy Drive, the following courses and distances:

North 04°37'05" East, a distance of 89.61 feet to a 1/2" iron rod with "DAA" cap found at the beginning of a tangent curve to the left with a radius of 3060.00 feet, a central angle of 04°41'55", and a chord bearing and distance of North 02°16'07" East, 250.87 feet;

In a northeasterly direction, with said curve, an arc distance of 250.94 feet to a 1/2" iron rod with "DAA" cap found for corner;

North 00°04'50" West, a distance of 159.94 feet to a 5/8" iron rod with "KHA" cap set for corner;

**THENCE** departing the said east right-of-way line of Legacy Drive, South 89°43'16" East, a distance of 372.77 feet to a 5/8" iron rod with "KHA" cap set;

**THENCE** North 00°16'44" East, a distance of 12.00 feet to a 1/2" iron rod with "DAA" cap found for corner at the southwest corner of said Lot 5;

**THENCE** along the south line of said Lot 5, South 89°43'16" East, a distance of 200.47 feet to a 1/2" iron rod with "DAA" cap found for corner in the west line of a 25-foot wide private alley; said point being the southeast corner of said Lot 5;

**THENCE** along the said west alley line, South 00°11'23" West, at a distance of 280.17 feet, passing the southeast corner of said Lot 4 and the northeast corner of said Lot 3, Block 1, continuing along said west alley line, in all a total distance of 511.10 feet to a 1/2" iron rod with "DAA" cap found for corner; said point being the northeast corner of said Lot 2, Block 1;

**THENCE** departing the said west alley line and along the north line of said Lot 2, Block 1, North 89°48'37" West, a distance of 588.52 feet to a the **POINT OF BEGINNING** and containing 6.6641 acres or 290,288 square feet of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.

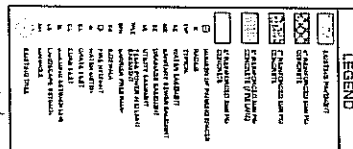
This document was prepared under 22 TAC §663.21, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Dana Brown  
Registered Professional Land Surveyor No. 5336  
Kimley-Horn and Associates, Inc.  
5750 Genesis Court, Suite 200  
Frisco, Texas 75034



**SUP08-0008**  
**Legacy Medical Plaza**  
**Block 1, Lots 3 and 4**





**FREE PROTECTION NOTE**

No.	Date	Revisions	App.
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Kimley-Horn  
and Associates, Inc.

SELECT MEDICAL  
REHABILITATION FACILITY  
FRISCO, TEXAS

EXHIBIT B

EXHIBIT B: SUP00-0008  
SELECT MEDICAL REHABILITATION FACILITY

**LEGACY MEDICAL PLAZA**  
 0.60 ACRES  
 SUTHERS  
 CULLIN COUNTY SCHOOL LAND SURVEY  
 ABSTRACT NO. 140  
 CITY OF PUEBLO, CULLIN COUNTY, TEXAS  
 APPLICANT: OTHER  
 SUPERVISOR: SUPERVISOR  
 1. Name of Applicant: \_\_\_\_\_  
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SHEET 1 OF 1	Issue	AS SHOWN
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	Drawing by	TED
	Checked by	TED
	Date	AS Laying